



SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia • Dixon • Fairfield • Rio Vista • Suisun City • Vacaville • Vallejo • Solano County

423 Main Street, Suisun City, CA 94585-2413 • Telephone (707) 424-6075 / Fax (707) 424-6074

Email: info@sta.ca.gov • Website: sta.ca.gov

March 1, 2023

RE: Request for Proposals (RFP # 2023-05) for a Countywide ADA In-Person Eligibility Assessment and Certification Process

Dear Consultant:

The **Solano Transportation Authority (STA)** invites your firm to submit a proposal to provide *Americans with Disabilities Act (ADA) Eligibility Assessment and Certification Services for Solano County*.

To obtain a copy of the Request for Proposal (RFP), please download the RFP as a PDF from the STA website: <https://sta.ca.gov/work-with-sta/procurement-opportunities/> or call the STA at (707) 424-6075 to request a copy. The RFP describes the project, presents the requirements of the proposal, and outlines the criteria that will be used to evaluate the proposals.

Qualified organizations are invited to submit one (1) hard copy and one (1) digital copy (flash drive) of your Proposal to the STA office no later than **4:00 PM on Friday, April 21, 2023**, addressed to:

**Solano Transportation Authority
ATTN: Debbie McQuilkin, Senior Mobility Coordinator
423 Main Street
Suisun City, CA 94585**

Note that this deadline is firm and late submittals **will not** be accepted. Proposals that most closely meet the STA's needs will be invited to an interview the week of **Monday, May 8, 2023**.

As this project is utilizing Transportation Development Act (TDA) funds, the participation goal for disadvantaged veteran business enterprise (DVBE) firms for this Project has been established at 3 percent (3%). DVBE participation is required. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate.

The STA has adopted a Local Preference Policy that encourages the hiring of local firms. While there is an adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. The STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <https://sta.ca.gov/operations/rfp-rfq-local-preference/>.

March 1, 2023

**RE: Request for Proposals (RFP # 2023-05) for
Countywide ADA In-Person Eligibility
Assessment and Certification Process**

If you have questions regarding this project, please contact Debbie McQuilkin at (707) 399-3231. If you have any questions concerning this RFP, please email your question(s) to dmcquilkin@sta.ca.gov before **Friday, March 17, 2023**. Answers will be posted on the STA website by **Friday, March 24, 2023**.

Thank you for your interest.

Sincerely,



Daryl K. Halls
Executive Director



**REQUEST FOR PROPOSALS
(RFP #2023-05)**

For the

**Countywide ADA In-Person Eligibility
Assessment and Certification Program**

**In
Solano County**

Release Date: March 1, 2023

**RESPONSES DUE:
4:00 P.M., Friday, April 21, 2023**

**[One(1) complete hard copy and one (1) digital copy
(flash drive) of each response]**

**Solano Transportation Authority
423 Main Street
Suisun City, CA 94585-2473**

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Request for Proposal
Countywide ADA In Person Eligibility Assessment and Certification Process

DISCLOSURE

The master copy of each response to this RFP shall be retained for official files and will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law (Government Code section 6250 et seq.). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm agrees to indemnify and defend the STA for honoring such a designation. The failure to so label any information that is released by the STA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the STA, the STA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PROTEST AND APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the Solicitations or Notice of Intent to Award a contract may protest to the Executive Director. The protest shall be submitted in writing to the Executive Director within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Executive Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall; state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the STA Board of Directors within seven (7) working days after receipt of the decision by the Executive Director.

INTRODUCTION

The Solano Transportation Authority's (STA) mission is to improve the quality of life in Solano County by delivering transportation projects to ensure mobility, travel safety and economic vitality.

The STA was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo and the County of Solano to serve as the Congestion Management Agency (CMA) for Solano County. As the CMA for the Solano area, the STA partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4.

The STA is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities.

The STA uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors, transit operators, and interested citizens.

BACKGROUND

The Americans with Disabilities Act (ADA) requires that all public transportation systems that deliver fixed route service to the general public must also make accommodations to ensure that people with disabilities can use and access the service. The ADA recognizes that even with these accommodations some individuals will not be able to access fixed route service. As a result, the ADA mandates that public transportation systems with fixed route service must also provide complementary paratransit service for individuals whose disability prevents them from accessing fixed route service.

Although the ADA provides detailed guidelines as to who is ADA paratransit eligible and what trips are to be considered eligible for paratransit service, there is little guidance as to how to implement an eligibility process.

The ADA, however, requires that paratransit eligibility be based on one's ability to use and navigate fixed route service, not on the existence of a disability alone. For instance, an individual who uses a wheelchair or other mobility device may be able to access fixed route services and is not necessarily a paratransit-dependent passenger. An in-person eligibility process, considered best practice in the paratransit industry, typically involves a series of evaluations, including physical and cognitive tests that more precisely assess one's functional ability to safely use and navigate fixed route services. In order to ensure an applicant's eligibility is based on the ability to use and navigate fixed route service, Solano County seeks to increase the accuracy of the current eligibility and certification process through more effective use of professional verifications and other strategies to be proposed by vendors in response to this RFP.

According to ADA regulations, Fairfield (FAST), SolTrans, and Vacaville City Coach are the only operators required to provide complementary ADA paratransit service as they operate dedicated fixed route transit service. Rio Vista Delta Breeze uses ADA eligibility determinations to provide service through route deviations for its fixed routes instead of operating complementary ADA paratransit service, and Dixon Read-Ride uses ADA eligibility determinations to provide eligible passengers with transportation to and from medical facilities in Vacaville and Davis. Suisun MicroTransit uses ADA eligibility determinations to prioritize ride requests on their dial-a-ride

service. All the transit operators, including Solano County, use the ADA eligibility process to determine eligibility for the Intercity Taxi Scrip program.

Between FY18-19 and FY21-22, Solano County has processed 2,967 applicants for ADA paratransit services, including new applications and recertifications. See below for applicants' volume by year. As indicated below, the most recent annual volume of applications is approximately half of the pre-COVID peak. It is anticipated that during the term of this contract, the numbers will continue to rise as the impact of COVID lessens, though not to the pre-COVID levels.

Total Completed:

ADA Evaluation Comparison by Fiscal Year									
	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
Eligibility Totals	1172	1332	1185	1227	1163	1025	679	589	674
Auto Renewal Totals	2	2	1	88	169	166	149	181	145

For Auto-Renewals (refers to an expedited process that does not require in-person assessments):

Auto Renewals									
	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
Completed	1172	1333	1186	1227	1164	1025	679	589	674
Cancellations	113	472	462	296	369	308	72	1	6
No-Shows	20	192	237	381	211	183	231	1	6

Solano Countywide ADA In-Person Eligibility Assessment and Certification Program began in 2013. Assessments are conducted by an independent transit mobility assessment team that specializes in ADA Eligibility evaluations. Assessments are held in each city in Solano County (Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo). Site arrangements and costs are covered by STA. The contractor provides all necessary staff to take calls, mail brochures and information, set up reminder calls, conduct in-person eligibility assessments, send out eligibility determination notices, etc.

The STA welcomes and encourages agencies, organizations, and companies to submit proposals for In-Person ADA eligibility assessment and certification processes meeting the Federal Transit Administration's ADA eligibility determination requirements. The ADA eligibility and certification process will be conducted as a countywide program that will be administered by a contractor. For organizations that don't have direct experience with ADA Eligibility, but do have rehabilitation experience, please refer to this [publication](#) for greater information on what is required of an ADA paratransit eligibility process. This document can also be downloaded at:

<https://www.nadtc.org/wp-content/uploads/Determining-ADA-Paratransit-Eligibility.pdf>

The STA will award the proposer whose proposal presents the best value and is most advantageous to STA and the transit operators. Accordingly, the STA may not necessarily award the proposer with the highest technical ranking or the proposer with the lowest price proposal if doing so would not be in the overall best interest of the STA.

FINAL PRODUCT

The contractor will develop, implement, and operate a Countywide In-Person ADA Eligibility Assessment and Certification program for Solano County for three years with two option years starting July 2023 through June 2026. Option years starting July 2026 through June 2027.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL AND DISADVANTAGED VETERAN BUSINESS ENTERPRISE (DVBE) GOALS

The STA has adopted a DBE goal that encourages the hiring of registered disadvantaged businesses which can be found at <http://www.sta.ca.gov/procurement-opportunities>. As this project is utilizing state-only funds, the participation goal for DBE firms for this Project has been established at 0 percent (0%). The hiring of registered DBEs is not required for this project but remains desirable.

As this project is utilizing Transportation Development Act (TDA) funds, the participation goal for disadvantaged veteran business enterprise (DVBE) firms for this Project has been established at 3 percent (3%). DVBE participation is required. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate.

LOCAL PREFERENCE POLICY

STA has adopted a Local Preference Policy which encourages the hiring of local firms. While there is adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <https://sta.ca.gov/operations/rfp-rfq-local-preference/>.

SCOPE OF SERVICE TASKS

The goal of the Solano Countywide In-Person ADA Eligibility Assessment and Certification process is to ensure region-wide consistency in determining ADA eligibility so that paratransit service is available for those who actually need it and to promote alternative transportation modes for people who may be able to use fixed route and other transportation options. Per Appendix D of 49 Code of Federal Regulations (CFR) 37.125, assessment of paratransit eligibility shall be based on a functional model as opposed to a medical model. Thus, an applicant's functional ability to use and navigate the fixed route service will determine ADA paratransit eligibility and will, in most cases, not be based solely on a medical condition or diagnosis.

The STA, in coordination with the County of Solano and the transit operators in Solano County, intend to retain a qualified and committed contractor to work closely with the STA and transit operators to develop, implement and perform the functions of a Countywide In-Person ADA Eligibility Assessment and Certification program.

The following are the major tasks to be completed by the selected contractor:

1. Confirm Program Goals and Finalize Scope of Services and Work Plan;
2. Maintain and disseminate written and oral information about ADA eligibility including ADA background material, ADA eligibility procedures, the Regional Eligibility Database (RED), and Solano Mobility programs;
3. Schedule and arrange for in-person interviews and assessments in each city throughout Solano County using a “circuit rider” approach (Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo);
4. Review medical verification forms, conduct in-person interviews, and functional assessments (when necessary) for applicants to determine ADA paratransit eligibility and Auto-Renewal candidates;
5. Determine applicant eligibility and inform the applicant in a clear written format with supportive documentation;
6. Enter eligible applicants into the Regional Eligibility Database (RED) system and notify STA and appropriate transit operators of the applicant’s ADA eligibility determination;
7. Assess current clients on a three-year cycle for recertification while also following STA adopted Auto-Renewal Policy. Which allows for an expedited paper or phone process rather than an in-person assessment for those designated Auto-Renewal eligible in the initial in-person assessment;
8. Accommodate applicants in languages other than English upon request, including sign language, during in-person interviews and assessments;
9. Provide applicants with the information presented in accessible formats based upon applicant need or request;
10. Maintain applicant files. Record and report all activity and findings to the STA on a monthly and annual basis;
11. Participate in a centralized appeals process; and
12. Ensure compliance with all provisions of the Health Insurance Portability and Accountability Act (HIPPA).

The following details each task with task deliverable information:

Task 1. Confirm Project Goals and Finalize Scope of Services and Work Plan

- Task 1.1 Kick-off meeting with the STA and selected contractor to negotiate final task budget and determine final schedule with milestones and deliverables.
- Task 1.2 Develop detailed project budget and schedule.

Task 1 Deliverable
1) Finalized budget and detailed project schedule.

Task 2. Maintain and Disseminate Written and Oral Information about ADA Eligibility including ADA Background Material, ADA Eligibility Procedures and Instructions, the Regional Eligibility Database (RED) and Solano Mobility Programs

- Task 2.1 Gather information about ADA eligibility including educational material, existing transportation services and options, and paratransit procedures and instructions. Present information to the public over the phone and through brochures,
- Task 2.2 Inform STA of any outreach opportunities to create awareness about this and other relevant mobility programs.
- Task 2.3 Update ADA eligibility information as needed and notify applicants, STA, and stakeholders of any new rules, regulations or procedures.

Task 2 Deliverable
<ul style="list-style-type: none">1) Dissemination of information regarding ADA eligibility including educational material, existing services, the process and instructions, and Solano Mobility Programs to the public, STA, and transit operators.2) Opportunities for outreach about the program(s).3) Update ADA eligibility information as needed and notify necessary parties.

Task 3. Schedule and Arrange for In-Person Interviews and Assessments in each City throughout Solano County using a “Circuit Rider” Approach

- Task 3.1 The “circuit rider” approach will alternate the locations of the in-person ADA eligibility process throughout the County in order to promote greater access to this service. Contractors will work with STA to determine available locations in each of the jurisdictions where ADA eligibility interviews and functional assessments can occur. Sites must be ADA accessible and be suitable to evaluate the applicant’s ability to use transit in that city. If determined that one to two locations are practical, Contractor will work with STA to determine the most feasible sites based on the same criteria.
- Task 3.2 Create a monthly schedule for interview/assessment locations and make the schedule available to the STA.
- Task 3.3 Work with applicants and transit operators to coordinate transportation to and from the in-person interview site if needed.
- Task 3.4 Coordinate with applicants to schedule in-person interviews and assessments.

After the intake call, a medical/professional waiver form, appointment reminder card, and a list of items to bring to the assessment will be sent to the applicant. Applicants will be required to submit the application form and

professional verification form prior to the scheduling of the in-person assessment. Follow up with a confirmation phone call.

Task 3 Deliverable

- 1) Conduct in-person interviews and assessments in Solano County.
- 2) Provide a monthly assessment schedule.
- 3) Coordinate transportation to and from the in-person interviews and assessments.
- 4) Schedule in-person interviews and assessments, mail/email a medical waiver form, appointment reminder, and a list of items to bring to the assessment to the applicant and make confirmation and reminder calls.

Task 4. Conduct In-Person Interviews and Functional Assessments for Applicants to Determine ADA Paratransit Eligibility

- Task 4.1 Propose what situations or conditions, if any, may warrant an alternative eligibility process to functional assessments (in-person interviews will continue for applicants besides Auto-Renewals). For example, individuals who are legally blind or whose application is based on seizures or psychiatric disabilities may undergo a different application process.
- Task 4.2 Develop an in-person interview script/worksheet for ADA eligibility and Auto-Renewal in order to gather information about the applicant's disability to be approved by STA.
- Task 4.3 Select functional assessments to determine the applicant's physical and/or cognitive abilities to access and use transit.
- Task 4.4 Interview applicants and evaluate their physical and/or cognitive ability or inability to safely access and use transit in a consistent and independent manner.
- Task 4.5 Incorporate the use of a Medical Verification process to assist in evaluating conditions that are unique or difficult to verify. STA expects that between 15% to 25% of applications will require follow-up with a treating professional.
- Task 4.6 Provide information about other transportation options and travel training to all applicants.
- Task 4.7 Photograph applicants for the ADA eligibility identification card (pending eligibility determination).

Task 4 Deliverable

- 1) Propose which situations or conditions, if any, may warrant an alternative eligibility process and propose the alternate process for such applicants.
- 2) Develop an in-person interview script/worksheet for ADA eligibility and Auto-Renewal to be approved by STA.
- 3) Select functional assessments to determine the applicant's physical and/or cognitive abilities to access and use transit.
- 4) Conduct and evaluate in-person interviews and functional assessments in a consistent manner.
- 5) Provide information about other transportation options and travel training to all applicants (Solano Mobility Programs).
- 6) Create photo identification cards for eligible applicants.

Task 5. Determine Applicant Eligibility and Inform Applicant in a Clear Written Format with Supportive Documentation

- Task 5.1 Make a determination of applicant's ADA eligibility based on the information garnered from in-person interviews and functional assessments.
- Task 5.2 Mail applicants a package with written documentation notifying them of the determination. If eligible, the package must contain a photo identification (ID) card. If conditionally or temporarily eligible, the package must include a photo ID card and information about the appeal process. If any determination less than unconditional is made (ineligible, conditional or temporary), the package must include information about the appeal process.
- Task 5.3 All applicants, regardless of eligibility status, will receive information about transportation options and travel training.
- Task 5.4 Determination letters must be mailed to applicant within 21 days after completion of the in-person interview and assessment or receipt of the simplified paperwork. A penalty of \$50 will be imposed on the contractor for failure to complete the eligibility process within this time frame and an additional \$50 for every paratransit trip taken by the applicant granted presumptive eligibility as a result of the contractor's failure to complete the eligibility within this time frame.

Task 5 Deliverable

- 1) Make determinations of applicant's ADA eligibility
- 2) Provide information about transportation options and travel training (Solano Mobility Programs).
- 3) Mail complete determination package.
- 4) Mail determination letters and any supportive documentation within 21 days of the in-person interview and assessment or receipt of the simplified paperwork

Task 6: Enter Eligible Applicants into the Regional Eligibility Database (RED) and Notify STA and Appropriate Transit Operators of Applicant's ADA Eligibility Determination

- Task 6.1 Enter ADA eligible applicants into the RED as determinations are made.
- Task 6.2 Notify STA staff and appropriate transit operators of all applicant determinations via email as the determinations are made.
- Task 6.3 Notify all applicants of the determination via mailed letter within 21 days of the in-person assessment.

Task 6 Deliverable

- 1) Input ADA eligible applicants into the RED.
- 2) Notify STA staff and appropriate transit operators of all applicant determinations.
- 3) Notify all applicants of the determination via mailed letter within 21 days of the in-person assessment.

Task 7. Recertify Current Clients on a Three (3) Year Cycle

- Task 7.1 Establish a system for notifying existing ADA eligible passengers of their upcoming eligibility expiration 90 days in advance of the expiration date via phone call and mailed letter.
- Task 7.2 Recertify ADA eligible passengers and notify all applicants of the determination via mailed letter within 21 days of the in-person assessment or receipt of a paper application. A penalty of \$50 will be imposed on the contractor for failure to complete the eligibility process within this time frame and an additional \$50 for every paratransit trip taken by the applicant granted presumptive eligibility as a result of the contractor's failure to complete the eligibility within this time frame.

Task 7 Deliverable

- 1) Timely notification of all ADA passengers of upcoming eligibility expiration.
- 2) Mailed determination letters and any supportive documentation within 21 days of the in- person interview and assessment or receipt of the simplified paperwork.

Task 8. Accommodate Applicants in Languages other than English, including Sign Language, during In-Person Interviews and Assessments Upon Request

- Task 8.1 Make language interpreters, including sign language, available for applicants upon request. Requests must be made within 48 hours of the appointment. A telephone-based or other interpreter is acceptable.

Task 8 Deliverable

- 1) Provide language interpreters as needed.

Task 9. Provide Applicants with Information Presented in Accessible Formats based upon Applicant's Need or Request

- Task 9.1 Make the following disability aids available for applicants based upon need or request:
1. Braille interpretation
 2. Large print type
 3. Telecommunications display device (TDD)
 4. Others as needed

Task 9 Deliverable

- 1) Provide disability aids as needed.

Task 10. Maintain Applicant Files. Record and Report all Activity and Findings to the STA and Transit Operators

- Task 10.1 Provide the STA with monthly reports about application activity, applicant profile, and documentation of interviews and assessments.

Application activity reports will include the following information:

1. Number of applicants scheduled;
2. Number of applicants interviewed;
3. Auto-Renewal Candidates
4. Number of Auto-Renewal and how qualified
5. Results of functional assessments;
6. Number of determinations, by type:
 - a. Eligible
 - b. Conditionally eligible by condition

- c. Temporarily eligible
 - d. Ineligible (new applicant)
 - e. Ineligible (recertification);
7. Number of applicants taking more than 10 business days to schedule an appointment with an explanation of why in each case;
 8. Number of applicants for whom a determination has not been made within 21 days of assessment or receipt of simplified paperwork with an explanation of why in each case;
 9. Average processing time, from completion of in-person interviews and assessment or receipt of simplified paperwork to the mailing of determination letters;
 10. Any informational updates and suggestions for modifying, simplifying, or improving the test procedures and results.

Applicant profile reports will include the following information:

1. Applicant name;
2. New application or recertification;
3. Applicant ID number;
4. Applicant's home address, mailing address (if different than home address), phone number(s) and email address;
5. Applicant's emergency contact with phone number(s);
6. Date completed application received;
7. Date applicant was interviewed and assessed;
8. Type of assessment;
9. Eligibility determination with conditional information if applicable; including if the candidate is eligible for auto-renewal
10. Date of eligibility expiration;
11. Mobility device used, if any;
12. Size of wheelchair or scooter, if any, including dimensions and weight with applicant;
13. Personal care attendant, if applicable;
14. Special customer needs or comments for the driver, if any;
15. Disability code.

Documentation of Assessments will include the following information:

1. In-Take form;
2. Interview script;
3. Functional assessment forms;
4. Copy of determination letters;
5. Reminder cards;
6. List of what to bring to assessment;
7. Comment Cards

Task 10 Deliverable
<ol style="list-style-type: none"> 1) Monthly reports on application activity, applicant profile, and documentation of interviews and assessments. Reporting details can be modified if alternative process proposed.

Task 11. Propose a Centralized Appeals Process

Task 11.1 Contractor will propose a centralized process to conduct appeals in the event an applicant contests the ADA eligibility determination.

Task 11 Deliverable
1) Proposal of a centralized appeals process.

Task 12. Ensure Compliance with all Provisions of the Health Insurance Portability and Accountability Act (HIPAA)

Task 12.1 Since the contractor will have access to confidential personal and medical information about the applicant, the contractor must comply with all provisions of HIPAA.

Task 12 Deliverable
1) Compliance with all provisions of HIPAA.

RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of 25 single-sided, 8.5" x 11" pages. A **copy of the RFP** and resumes shall be included in an appendix.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

**Attn: Debbie McQuilkin, Senior Mobility Coordinator
Solano Transportation Authority
423 Main Street
Suisun City, California 94585**

3. *Project Understanding:* This section shall clearly convey that the contractor understands the nature of the work, and issues related to designing and implementing a Countywide ADA Eligibility Process in Solano County.

4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, STA staff, and any other parties that may have a significant role in the delivery of this project.
5. *Qualifications and Experience:* The proposal submittal shall provide the qualifications and experience of the contractor team that will be available for the Countywide ADA Eligibility and Certification program. It is expected that the contractor or contracting team interviewing and assessing applicants has at least one year working with people with physical and cognitive disabilities and evaluating their functional abilities. It is preferred, but not required, that the person conducting the interviews and assessments have experience in rehabilitation, and nursing or are emergency medical technicians (EMT). Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the STA.
6. *Staffing Plan:* The proposal shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for the preparation of the project. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the Countywide ADA Eligibility and Certification Process according to your proposed schedule. Discuss the firm's/team's approach to completing the requested services for this project within budget.
7. *Work Plan and Schedule:* This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm's/team's approach for completing the requested services for this project on schedule. **The Contract is expected to commence no later than June 1, 2023 and the eligibility program is expected to be implemented no later than July 1, 2023.**
8. *Cost Control:* Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
9. *Additional Relevant Information:* Provide sample copies of reporting forms currently used along with additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
10. *References:* For each Key Team Member, provide at least three references (names and current phone numbers) from recent work (previous three years). In addition, please provide a list of all current contracts. Include a brief description of each project associated with the reference, and the role of the respective team member.
11. *Submittal of Proposal:* Five (5) hard copies and one (1) digital copy (flash drive or CD) of your proposal are due at the STA office **no later than 4:00 PM on Friday, April 21, 2023**. Envelopes or packages containing the proposals should be clearly marked, "**Countywide In-Person ADA Eligibility Assessment and Certification Process.**"

12. *Budget:* The budget should indicate the number of anticipated hours and rate by the Project Manager and Key Team Members per year. The estimated level of hours for other staff can be summarized in general categories. STA is requesting a fixed price contract. The project is funded by State Transit Assistance funds.

Provide a cost-savings analysis that includes potential cost-savings as a result of the proposed ADA In Person eligibility assessment and certification process.

SELECTION OF CONTRACTOR & CRITERIA

The proposal will be evaluated and scored on a 100-point total basis using the following criteria:

1. Qualifications, including specific experience, and schedule availability of Key Team Members (35 points).
2. Project understanding and approach, including an understanding of ADA regulations and detailed description of the proposed ADA eligibility process (30 points).
3. Satisfaction of previous and current clients (20 points).
4. Cost control and budget (15 points).

If needed, two or more of the firms/teams may be invited to an in-person interview on or about **May 8, 2023**. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from the STA and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and preparation shall be borne by the contractor.

STA staff will provide the appropriate notice and schedule for the interviews. STA staff will select the most qualified contractor or contractor team based primarily on experience, ability to contain costs, and conducting very similar projects. Recent experience in Solano County is desirable.

Once the top firm/team has been selected, STA staff will develop a services contract with the selected firm/team.

SELECTION PROCESS AND PROJECT SCHEDULE

March 1, 2023	RFP Issued
March 17, 2023	Questions concerning RFP emailed to dmcquilkin@sta.ca.gov no later than March 17, 2023.
March 24, 2023	Answers to questions posted on STA website

<u>April 21, 2023</u>	Proposals are due no later than 4:00 PM on Friday, April 21, 2023 at the office of the Solano Transportation Authority, 423 Main Street, Suisun City, CA 94585. <i>Late submittals will not be accepted.</i>
May 8, 2023	In-Person Contractor interviews on or about the week of May 8, 2023
May 26, 2023	Notification of selected contractor
June 1, 2023	Project commences
July 1, 2023	Begin conducting Countywide In-Person ADA eligibility assessment and certification process

If you have any questions regarding this RFP, please contact:

Debbie McQuilkin
Senior Mobility Coordinator
Phone (707) 399-3231
Fax (707) 424-6074
dmcquilkin@sta.ca.gov

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LABOR COSTS

a) Subtotal Direct Labor Costs _____

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

f) Overhead (Rate: _____) g) Overhead [(c) x (f)] _____

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee _____]** _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____

TOTAL COST [(c) + (j) + (k) + (n)] _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CONSULTANT SERVICES AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND
[REDACTED]
FOR [REDACTED]

ARTICLE I INTRODUCTION

A. This contract is between the following named CONSULTANT and the Solano Transportation Authority (STA).

The name of the “CONSULTANT” is as follows:

[REDACTED]

Incorporated in the State of NAME OF STATE

The Project Manager for the “CONSULTANT” will be NAME

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated DATE. The approved CONSULTANT’s Cost Proposal is attached as Attachment I and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless STA, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse STA for any expenditure, including reasonable attorney fees, incurred by STA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of STA.
- E. Without the prior written consent of STA, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties; and no oral understanding or agreement not incorporated in, shall be binding on any of the parties.
- G. The consideration to be paid to CONSULTANT under this contract shall be in compensation for all of CONSULTANT’s expenses incurred in the performance of this contract, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Contractor shall perform those services specified here. Contractor’s services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA’s selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
 - a. STA staff report to the STA Board dated [REDACTED] and approved by the STA Board on [REDACTED];
 - b. STA’S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. [REDACTED]);

Solano Transportation Authority

Standard Contract

Project:

- c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated [REDACTED];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard contracts)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with STA's Contract Administrator, as needed, to discuss progress on the contract.

(Option 2 - Use paragraphs A & B below for on-call contracts)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for STA's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with STA's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

- A. This contract shall go into effect on (DATE), contingent upon approval by STA, and CONSULTANT shall commence work after notification to proceed by STA'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on STA until the contract is fully executed and approved by STA.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Solano Transportation Authority

Standard Contract

Project:

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format which can be found at

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf>)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. STA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds STA's approved overhead rate set forth in the Cost Proposal. In the event, that STA determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by STA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, STA will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, STA shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by STA's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due STA including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to STA's Contract Administrator at the following address:

Daryl K. Halls, Executive Director
Solano Transportation Authority
423 Main Street
Suisun City, CA 94575
Attn: [REDACTED]

Solano Transportation Authority

Standard Contract

Project:

- H. The total amount payable by STA including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by STA's Contract Administrator in advance.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format which can be found at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf>)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. STA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds STA approved overhead rate set forth in the approved Cost Proposal. In the event, STA determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by STA may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format which can be found at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf>)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by STA, STA will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a STA Project Coordinator. The

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draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both STA and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by STA, and notification to proceed has been issued by STA'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to STA and signed by an authorized representative of STA. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by STA.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by STA'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due STA that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to STA's Contract Administrator at the following address:

Daryl K. Halls, Executive Director
Solano Transportation Authority
423 Main Street
Suisun City, CA 94575
Attn: [REDACTED]

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by STA for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

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- P. The total amount payable by STA for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format which can be found at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf>)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and STA. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by STA.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, STA shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by STA and notification to proceed has been issued by STA'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by STA'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due STA that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to STA's Contract Administrator at the following address:

Daryl K. Halls, Executive Director
Solano Transportation Authority
423 Main Street
Suisun City, CA 94575
Attn: [REDACTED]

- E. The total amount payable by STA shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. STA reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. STA may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants contained in this contract at the time and in the manner provided here. In the event of such termination, STA may proceed with the work in any manner deemed proper by STA. If STA terminates this contract with CONSULTANT, STA shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to

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termination, unless the cost of completion to STA exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to STA.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; CONSULTANT, subconsultants, and STA shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, STA, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by STA'S Executive Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by STA'S Executive Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by STA will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT'S responsibility to

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ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by STA contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by STA at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the STA Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, STA will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to STA final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between STA and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between STA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to STA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from STA'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by STA's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by STA.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by STA's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by STA's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by STA's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, STA shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit STA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established STA procedures; and credit STA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by STA and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by STA." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

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ARTICLE XII STATE PREVAILING WAGE RATES

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with STA that may have an impact upon the outcome of this contract, or any ensuing STA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing STA construction project, which will follow.
- B. CONSULTANT certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only)

- D. CONSULTANT certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs D, E & F below with paragraphs A, B and C above for Construction Contract Administration contracts only)

- D. CONSULTANT certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any

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construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any STA employee. For breach or violation of this warranty, STA shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING STA STATE OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

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ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to STA.

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- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to STA for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or STA governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. STA has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by STA's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by STA's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit 10-O1**), or in the Consultant Contract DBE Information (**Exhibit 10-O2**) attached to and incorporated as part of this contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as STA deems appropriate.

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- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from STA and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting STA consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to STA's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, STA has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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ARTICLE XXII DISPUTES

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of STA's Contract Administrator and (Insert STA Department Head), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by the STA Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by STA Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit STA, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by STA Safety Officer and other STA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, STA has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add to all contracts, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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ARTICLE XXV INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANT's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the STA. At the option of STA, either: the CONSULTANT shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the CONSULTANT, and regarding liability arising out of work or operations by or for the CONSULTANT including materials, parts or equipment furnished with such work or operations.

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General liability coverage can be in an endorsement to the CONSULTANT's insurance or as a separate owner's policy.

2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

Insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to STA.

Verification of Coverage:

CONSULTANT shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

All insurance documents are to be sent to:

Solano Transportation Authority
Attn: STA Legal Counsel
423 Main Street
Suisun City, CA 94585

Sub-Contractors:

CONSULTANT shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

B. CONSULTANT shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by CONSULTANT, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

CONSULTANT shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action

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or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of required insurance certificates or endorsements does not relieve CONSULTANT from liability under this contract and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by CONSULTANT's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Article shall survive any termination of this contract.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in STA; and no further agreement will be necessary to transfer ownership to STA. CONSULTANT shall furnish STA all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by STA of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by STA of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. STA may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY STA'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by STA's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with STA'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that STA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from STA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

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- C. Services of CONSULTANT's personnel in connection with STA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to STA's operations, which are designated confidential by STA and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by STA relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or STA's actions on the same, except to STA's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or as required by law.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents of it by STA, and receipt of STA'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than STA.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code section 10296, CONSULTANT states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by STA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(Local agency to include either B, C, or D below; delete the other two)

- B. No retainage will be withheld by the STA from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant

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or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

- C. No retainage will be held by the STA from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant’s work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the STA’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. The STA shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the STA, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices and communications regarding interpretation of the terms of this contract and changes to it, shall be effected by the mailing of a notice by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

_____ (CONSULTANT)
_____, Project Manager

_____ (ADDRESS)

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STA:

Daryl K. Halls, Executive Director
Solano Transportation Authority

423 Main Street

Attn:

Telephone: (707) 424-6075

Fax: (707) 424-6074

ARTICLE XXXIII CONTRACT

The two parties to this contract agree that this contract constitutes the entire agreement between them. This contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies. Both of these parties, for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures and effective date below.

ARTICLE XXXIV SIGNATURES

[CONSULTANT]

SOLANO TRANSPORTATION AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM

By: _____
STA Legal Counsel

EFFECTIVE DATE: _____